

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

LIGHTING SCIENCE GROUP CORP.,	)	
	)	<b>REDACTED – PUBLIC VERSION</b>
Plaintiff,	)	
	)	
v.	)	CA No. _____
	)	
MLS CO., LTD., LEDVANCE GMBH, &	)	
LEDVANCE LLC	)	JURY TRIAL DEMANDED
	)	
Defendants.	)	

**COMPLAINT**

Plaintiff Lighting Science Group Corp. files this Complaint against Defendants MLS Co., Ltd., LEDVANCE GmbH, & LEDVANCE LLC for patent infringement under 35 U.S.C. § 271. Plaintiff alleges, based on its own personal knowledge with respect to its own actions and based upon information and belief with respect to all others' actions, as follows:

**INTRODUCTION**

1. For nearly two decades, Lighting Science Group Corporation (“LSG”) has been at the forefront of innovation in the light-emitting diode (“LED” or “LEDs”) lighting space. LSG was the first U.S.-based manufacturer to make an LED light commercially available. In the ensuing years, LSG proved instrumental to the proliferation of LED lighting across American residences. In May 2010, through a relationship with The Home Depot, LSG released a 40-watt equivalent, 429 lumen LED bulb under The Home Depot’s EcoSmart brand for \$20. In an article titled, “The Home Depot takes LED lighting mainstream with \$20 bulbs,” Endgaget celebrated the product for making high-quality LED lighting more economically accessible, noting that LSG’s product was “cheaper and nearly as powerful as the 450 lumen, \$40-\$50 design industry heavyweight GE unveiled” the month before, and concluding, “[h]onestly, we’re starting to wonder what the catch

is.”<sup>1</sup>

2. By 2011, LSG’s winning combination of innovation, quality, and accessible pricing had led the company to become the largest North American producer of LED lights, selling 4.5 million LED lights in 2011 alone, and increasing sales by 450-percent over the prior year.<sup>2</sup> That success, in turn, led LSG to become a significant American employer. For three consecutive years, from 2012 to 2014, LSG was named on Deloitte’s Technology Fast 500™ as one of the top 500 fastest growing companies in North America.<sup>3</sup>

3. Meanwhile, as LSG continued to advance the field of LED lighting both commercially and technologically, it simultaneously protected and disclosed its innovative intellectual property through hundreds of issued U.S. patents. Those patents, in turn, further advanced the LED lighting space, garnering thousands of citations from later patents filed by LSG’s competitors.

4. But in recent years, an explosion of products which infringe LSG’s innovative patents has eroded LSG’s market position. Thus, in order to protect its valuable intellectual property rights and substantial investments in innovating the LED lighting space, LSG files this complaint for patent infringement.

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<sup>1</sup> Sean Hollister, “The Home Depot Takes LED Lighting Mainstream with \$20 Bulbs,” Engadget (May 11, 2010), <https://www.engadget.com/2010/05/11/the-home-depot-takes-led-lighting-mainstream-with-20-bulbs/>.

<sup>2</sup> Jasmine Zhuang, “Lighting Science Group Becomes North American Largest LED Lights Producer,” LEDinside (Jan. 31, 2012), [https://www.ledinside.com/news/2012/1/lighting\\_science\\_group\\_north\\_american\\_largest\\_producer\\_20120131](https://www.ledinside.com/news/2012/1/lighting_science_group_north_american_largest_producer_20120131).

<sup>3</sup> “Lighting Science Group Corporation Ranked in Top 500 Fastest Growing Companies for Third Consecutive Year in North America on Deloitte’s 2014 Technology Fast 500™,” Pegasus Capital Advisors (Nov. 17, 2014), <http://www.pcalp.com/lighting-science-group-corporation-ranked-top-500-fastest-growing-companies-third-consecutive-year-north-america-deloittes-2014-technology-fast-500/>

5. This matter is a companion case to an ITC proceeding, captioned *In the Matter of Certain Light-Emitting Diode Products, Systems, and Components Thereof*, filed concurrently herewith by the same Plaintiff, naming the same Defendants as respondents. Plaintiff hereby incorporates by reference the relevant portions of the Complaint filed in that ITC proceeding as if restated herein.

### **THE PARTIES**

6. Lighting Science Group Corp. is a Delaware corporation with its principal place of business located at 801 N. Atlantic Avenue, Cocoa Beach, FL 32931.

7. Both directly and through its subsidiaries, LSG is in the business of manufacturing, researching, developing, and selling devices and systems that use LEDs as the light source.

8. MLS Co., Ltd. is a publicly traded company organized under the laws of the People's Republic of China. It has its principal place of business at No. 1, MLS Avenue Xiaolan Town, Zhongshan, People's Republic of China 528415.

9. On information and belief, MLS Co., Ltd., directly or through its affiliates and subsidiaries, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States certain Accused Products and/or knowingly induces such activity.

10. LEDVANCE GmbH is a privately held company organized under the laws of Germany. It has its principal place of business at Parkring 29-33, 85748 Garching, Germany. LEDVANCE GmbH is wholly owned by MLS Co., Ltd.

11. On information and belief, LEDVANCE GmbH, a wholly-owned subsidiary of Respondent MLS Co., Ltd., directly or through its affiliates, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States certain

Accused Products, including under the Sylvania and OSRAM brands and through its related company LEDVANCE LLC and/or knowingly induces such activity.

12. LEDVANCE LLC is a privately held company organized under the laws of the State of Delaware. It has its principal place of business at 200 Ballardvale Street, Wilmington, Massachusetts 01887. LEDVANCE LLC is wholly owned by MLS Co., Ltd.

13. On information and belief, LEDVANCE LLC, directly or through its affiliates and subsidiaries, imports into the United States, sells for importation into the United States, and/or sells after importation into the United States certain Accused Products, including under the Sylvania and OSRAM brands and/or knowingly induces such activity.

14. MLS Co., Ltd. is a manufacturer of LEDs and sells LED and LED products throughout the world. On information and belief, MLS Co., Ltd. and LEDVANCE GmbH manufacture certain Accused Products, including under the Sylvania brand name, in China. On information and belief, those products are imported into the United States and sold by LEDVANCE LLC, organized under the laws of Delaware.

15. MLS Co., Ltd., LEDVANCE GmbH, and LEDVANCE LLC collectively are referred to as the “MLS Defendants” or “MLS”.

16. As a result of the above, MLS Co., Ltd., LEDVANCE GmbH, and LEDVANCE LLC are liable jointly, severally, or in the alternative with respect to the same series of transactions or occurrences, and questions of fact common to both of them will arise in this action, consistent with 35 U.S.C. § 299.

17. The MLS defendants have known about LSG’s patent portfolio, including the specific patents asserted in this action, for years, as a result of a collaboration between LSG and MLS in a jointly owned subsidiary, Global Value Lighting LLC.

## **JURISDICTION AND VENUE**

18. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

19. This Court has personal jurisdiction over MLS in this action because MLS has committed acts within this district giving rise to this action, and has established minimum contacts with this forum such that the exercise of jurisdiction over MLS would not offend traditional notions of fair play and substantial justice. MLS, directly and through subsidiaries or intermediaries, has committed and continues to commit acts of infringement in this district by, among other things, importing, offering to sell, and selling products that infringe the asserted patents. LEDVANCE LLC is a resident of this district. MLS Co., Ltd. controls the products sold by LEDVANCE LLC and LEDVANCE GmbH, and controls or acts jointly with LEDVANCE LLC and LEDVANCE GmbH in the marketing and sale of the accused products.

20. Venue is proper as to Defendant MLS in this district under 28 U.S.C. §§ 1391(b), 1391(c), and 1400(b).

21. Defendant LEDVANCE LLC is organized under the laws of Delaware, and thus resides in this district, and commits acts of infringement in this district.

22. Venue is proper as to Defendant MLS Co., Ltd., which is organized under the laws of China. Venue is proper as to Defendant LEDVANCE GmbH which is organized under the laws of Germany. 28 U.S.C. § 1391(c)(3) provides that “a defendant not resident in the United States may be sued in any judicial district, and the joinder of such a defendant shall be disregarded in determining where the action may be brought with respect to other defendants.”

**COUNT ONE: INFRINGEMENT OF THE '483 PATENT**

23. U.S. Patent No. 7,098,483 (“the ’483 Patent”), titled “Light Emitting Diodes Packaged for High Temperature Operation,” was issued on August 29, 2006, naming Joseph Mazzochette and Greg Blonder as the inventors. Ex. 1 (’483 Patent).

24. LSG owns by assignment all rights, title, and interest in the ’483 Patent, and holds all substantial rights pertinent to this suit, including the right to sue and recover for all past, current, and future infringement.

25. On information and belief, MLS imports, sells for importation, and/or sells after importation into the United States certain Accused Products (“MLS Accused Products”), which include LEDVANCE, LLC products and certain products sold under the Sylvania and Osram brand names, that infringe the ’483 Patent, including products sold as the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5-SV-D).

26. The MLS Accused Products directly infringe, literally and/or under the doctrine of equivalents, at least claims 11, 14, 16 of the ’483 Patent, in violation of 35 U.S.C. § 271(a). MLS directly infringes at least these claims by importing, selling for importation, and/or selling after importation into the United States the MLS Accused Products. The MLS Accused Products satisfy all claim limitations of claims 1 of the ’483 Patent at the time of importation into the United States.

27. Moreover, on information and belief, one or more of the Defendants knowingly and intentionally induces infringement of the ’483 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to offer to sell, sell, use, and/or import MLS Accused Products into the United States (that is, by actively encouraging others to directly infringe). On information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, on information and belief, one or more of

the Defendants sells the MLS Accused Products or otherwise provides the MLS Accused Products to another Defendant or to distributors knowing that these distributors intend to import and/or sell the MLS Accused Products in the United States. On information and belief, as of the filing of this Complaint or earlier, the Defendants have had knowledge of, or have been willfully blind toward, the Asserted Patents and the infringement of the Asserted Patents by making, using, selling, offering to sell, and/or importing the MLS Accused Products.

28. A claim chart comparing claims 11, 14, 16 of the '483 Patent to a representative MLS Accused Product, the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5-SV-D),<sup>4</sup> is attached as Exhibit 2.<sup>5</sup>

29. Additionally, on information and belief, including based on teardown analyses and imaging, at least the following additional products constitute MLS Accused Products that infringe the '483 Patent for the reasons set forth above:

- Sylvania Smart+ ZigBee Adjustable White and Full Color 10W (60W Equivalent) A19 LED Light Bulb (73693).

### **COUNT TWO: INFRINGEMENT OF THE '053 PATENT**

30. U.S. Patent No. 7,095,053 (“the '053 Patent”), titled “Light Emitting Diodes Packaged for High Temperature Operation,” issued on August 22, 2006, naming Joseph Mazzochette and Greg Blonder as the inventors. Ex. 3 ('053 Patent).

31. LSG owns by assignment all rights, title, and interest in the '053 Patent, and holds all substantial rights pertinent to this suit, including the right to sue and recover for all past, current,

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<sup>4</sup> Upon information and belief, this product was manufactured by or for MLS.

<sup>5</sup> Exhibit 2 is redacted to exclude confidential information. Pursuant to a Motion for Leave to File Under Seal filed concurrently herewith, an unredacted version has been filed under seal as Exhibit 11.

and future infringement.

32. On information and belief, MLS imports, sells for importation, and/or sells after importation into the United States certain Accused Products (“MLS Accused Products”), which include LEDVANCE, LLC products and certain products sold under the Sylvania and Osram brand names, that infringe the ’053 Patent, including products sold as the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5/SV/D).

33. The MLS Accused Products directly infringe, literally and/or under the doctrine of equivalents, at least claims 7, 11, 14, 22, 26, and 29 of the ’053 Patent, in violation of 35 U.S.C. § 271(a). MLS directly infringes at least these claims by importing, selling for importation, and/or selling after importation into the United States the MLS Accused Products. The MLS Accused Products satisfy all claim limitations of claims 7, 11, 14, 22, 26, and 29 of the ’053 Patent at the time of importation into the United States.

34. Moreover, on information and belief, one or more of the Defendants knowingly and intentionally induces infringement of the ’053 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to offer to sell, sell, use, and/or import MLS Accused Products into the United States (that is, by actively encouraging others to directly infringe). On information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, on information and belief, one or more of the Defendants sells the MLS Accused Products or otherwise provides the MLS Accused Products to another Defendant or to distributors knowing that these distributors intend to import and/or sell the MLS Accused Products in the United States. On information and belief, as of the filing of this Complaint or earlier, the Defendants have had knowledge of, or have been willfully blind toward, the Asserted Patents and the infringement of the Asserted Patents by making, using, selling,



offering to sell, and/or importing the MLS Accused Products.

35. A claim chart comparing claims 7, 11, 14, 22, 26, and 29 of the '053 Patent to a representative MLS Accused Product, the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5/SV/D),<sup>6</sup> is attached as Exhibit 4.<sup>7</sup>

36. Additionally, on information and belief, including based on teardown analyses and imaging, at least the following additional products constitute MLS Accused Products that infringe the '053 Patent for the reasons set forth above:

- Sylvania Smart+ ZigBee Adjustable White and Full Color 10W (60W Equivalent) A19 LED Light Bulb (73693)

### **COUNT THREE: INFRINGEMENT OF THE '421 PATENT**

37. U.S. Patent No. 7,528,421 ("the '421 Patent"), titled "Surface Mountable Light Emitting Diode Assemblies Packaged for High Temperature Operation," issued on May 5, 2009, naming Joseph Mazzochette as the inventor. Ex. 5 ('421 Patent).

38. LSG owns by assignment all rights, title, and interest in the '421 Patent, and holds all substantial rights pertinent to this suit, including the right to sue and recover for all past, current, and future infringement.

39. On information and belief, MLS imports, sells for importation, and/or sells after importation into the United States certain Accused Products ("MLS Accused Products"), which include LEDVANCE, LLC products and certain products sold under the Sylvania and Osram brand names, that infringe the '421 Patent, including products sold as the Sylvania 8.5W (60W

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<sup>6</sup> Upon information and belief, this product was manufactured by or for MLS.

<sup>7</sup> Exhibit 4 is redacted to exclude confidential information. Pursuant to a Motion for Leave to File Under Seal filed concurrently herewith, an unredacted version has been filed under seal as Exhibit 12.

Replacement) Non-Dimmable A19 LED Light Bulb (Daylight)  
(LED8.5A19/F/850/10YV/RP2NJ).

40. The MLS Accused Products directly infringe, literally and/or under the doctrine of equivalents, at least claims 1, 2, 6, 7, and 10 of the '421 Patent, in violation of 35 U.S.C. § 271(a). MLS directly infringes at least these claims by importing, selling for importation, and/or selling after importation into the United States the MLS Accused Products. The MLS Accused Products satisfy all claim limitations of claims 1, 2, 6, 7, and 10 of the '421 Patent at the time of importation into the United States.

41. Moreover, on information and belief, one or more of the Defendants knowingly and intentionally induces infringement of the '421 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to offer to sell, sell, use, and/or import MLS Accused Products into the United States (that is, by actively encouraging others to directly infringe). On information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, on information and belief, one or more of the Defendants sells the MLS Accused Products or otherwise provides the MLS Accused Products to another Defendant or to distributors knowing that these distributors intend to import and/or sell the MLS Accused Products in the United States. On information and belief, as of the filing of this Complaint or earlier, the Defendants have had knowledge of, or have been willfully blind toward, the Asserted Patents and the infringement of the Asserted Patents by making, using, selling, offering to sell, and/or importing the MLS Accused Products.

42. A claim chart comparing claims 1, 2, 6, 7, and 10 of the '421 Patent to a representative MLS Accused Product, the Sylvania 8.5W (60W Replacement) Non-Dimmable

A19 LED Light Bulb (Daylight) (LED8.5A19/F/850/10YV/RP2NJ),<sup>8</sup> is attached as Exhibit 6.<sup>9</sup>

43. Additionally, on information and belief, including based on teardown analyses and imaging, at least the following additional products constitute MLS Accused Products that infringe the '421 Patent for the reasons set forth above:

- Sylvania SMART+ Bluetooth 10W (65W Equivalent) Full Color A19 LED Light Bulb (74484)
- Sylvania 14W (100W Replacement) Non-Dimmable A19 LED Light Bulb (Soft White) (LED14A19/F/827/10YV/RP4/1K)
- Sylvania 9W (60W Replacement) Dimmable A19 LED Light Bulb (Bright White) (LED9A19/DIM/0/835/U/RP4/XX)
- Sylvania 14W (100W Replacement) Non-Dimmable A19 LED Light Bulb (Daylight) (LED14A19/F/850/10YV/RP4/1K)
- Sylvania 9W (65W Replacement) Dimmable BR30 LED Light Bulb (Daylight) (LED9BR30/DIM/850/10YV/RP2)
- Sylvania 8.5W (60W Replacement) Non-Dimmable A19 LED Light Bulb (Soft White) (LED8.5A19/F/827/10YV/RP2/NJ)
- Sylvania 13W (85W Replacement) Dimmable BR40 Flood LED Light Bulb (Soft White) (LED13BR40/DIM/827/10YV/B2/ZS)
- Sylvania 6W (50W Replacement) Non-Dimmable PAR20 Flood LED Light Bulb (LED6PAR20/830/FL45/10YV/RP2)
- Sylvania 14W (100W Replacement) Non-Dimmable A19 LED Light Bulb (Soft White) (79292LED14/A19/F/827/10YV/RP)
- Sylvania Ultra 6W (40W Replacement) Dimmable A19 LED Light Bulb (Daylight) (LED6A19/DIM/0/850/G5/3F)
- Sylvania Smart+ Bluetooth 10W (65W Equivalent) BR30 LED Light Bulb (74988)
- Sylvania Smart+ ZigBee Adjustable White and Full Color 10W (60W Equivalent) A19 LED Light Bulb (73693)
- Sylvania 8.5W (60W Replacement) Non-Dimmable A19 LED Light Bulb (Soft White) (LED/8.5A19/F/827/10YV/RP24)

#### **COUNT FOUR: INFRINGEMENT OF THE '118 PATENT**

44. U.S. Patent No. 8,506,118 (“the '118 Patent”), titled “Light Fixture and Associated

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<sup>8</sup> Upon information and belief, this product was manufactured by or for MLS.

<sup>9</sup> Exhibit 6 is redacted to exclude confidential information. Pursuant to a Motion for Leave to File Under Seal filed concurrently herewith, an unredacted version has been filed under seal as Exhibit 13.

LED Board and Monolithic Optic,” issued on August 13, 2013, naming Fredric S. Maxik, Zach Gibler, Eric Bretschneider, David Henderson, and Addy Widjaja as the inventors. Ex. 7 (’118 Patent).

45. LSG owns by assignment all rights, title, and interest in the ’118 Patent, and holds all substantial rights pertinent to this suit, including the right to sue and recover for all past, current, and future infringement.

46. On information and belief, MLS imports, sells for importation, and/or sells after importation into the United States certain Accused Products (“MLS Accused Products”), which include LEDVANCE, LLC products and certain products sold under the Sylvania and Osram brand names, that infringe the ’118 Patent, including products sold as the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5/SV/D).

47. The MLS Accused Products directly infringe, literally and/or under the doctrine of equivalents, at least claims 1, 2, 5, 10, 12, 14–15, and 17–18 of the ’118 Patent, in violation of 35 U.S.C. § 271(a). MLS directly infringes at least these claims by importing, selling for importation, and/or selling after importation into the United States the MLS Accused Products. The MLS Accused Products satisfy all claim limitations of claims 1, 2, 5, 10, 12, 14–15, and 17–18 of the ’118 Patent at the time of importation into the United States.

48. Moreover, on information and belief, one or more of the Defendants knowingly and intentionally induces infringement of the ’118 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to offer to sell, sell, use, and/or import MLS Accused Products into the United States (that is, by actively encouraging others to directly infringe). On information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, on information and belief, one or more of

the Defendants sells the MLS Accused Products or otherwise provides the MLS Accused Products to another Defendant or to distributors knowing that these distributors intend to import and/or sell the MLS Accused Products in the United States. On information and belief, as of the filing of this Complaint or earlier, the Defendants have had knowledge of, or have been willfully blind toward, the Asserted Patents and the infringement of the Asserted Patents by making, using, selling, offering to sell, and/or importing the MLS Accused Products.

49. A claim chart comparing claims 1, 2, 5, 10, 12, 14–15, and 17–18 of the '118 Patent to a representative MLS Accused Product, the Sylvania LEDVANCE Garage LED Luminaire (GARAG1A/055UNVD740/G5/SV/D),<sup>10</sup> is attached as Exhibit 8.<sup>11</sup>

#### **COUNT FIVE: INFRINGEMENT OF THE '608 PATENT**

50. U.S. Patent No. 8,674,608 (“the '608 Patent”), titled “Configurable Environmental Condition Sensing Luminaire, System and Associated Methods,” issued on March 18, 2014, naming Eric Holland, Mark P. Boomgaarden, and Eric Thosteson as the inventors. Ex. 9 ('608 Patent).

51. LSG owns by assignment all rights, title, and interest in the '608 Patent, and holds all substantial rights pertinent to this suit, including the right to sue and recover for all past, current, and future infringement.

52. On information and belief, MLS imports, sells for importation, and/or sells after importation into the United States certain Accused Products (“MLS Accused Products”), which include LEDVANCE, LLC products and certain products sold under the Sylvania and Osram

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<sup>10</sup> Upon information and belief, this product was manufactured by or for MLS.

<sup>11</sup> Exhibit 8 is redacted to exclude confidential information. Pursuant to a Motion for Leave to File Under Seal filed concurrently herewith, an unredacted version has been filed under seal as Exhibit 14.

brand names, that infringe the '608 Patent, including products sold as the Sylvania Smart+ System.

53. The MLS Accused Products directly infringe, literally and/or under the doctrine of equivalents, at least claims 20, 21, 22, 24, 28, and 37 of the '608 Patent, in violation of 35 U.S.C. § 271(a). MLS directly infringes at least these claims by importing, selling for importation, and/or selling after importation into the United States the MLS Accused Products. The MLS Accused Products satisfy all claim limitations of claims 20, 21, 22, 24, 28, and 37 of the '608 Patent at the time of importation into the United States.

54. Moreover, on information and belief, one or more of the Defendants knowingly and intentionally induces infringement of the '608 Patent in violation of 35 U.S.C. § 271(b) by actively encouraging others to offer to sell, sell, use, and/or import MLS Accused Products into the United States (that is, by actively encouraging others to directly infringe). On information and belief, with knowledge and intent, or with willful blindness, one or more of the Defendants is encouraging and facilitating infringement by others. For example, on information and belief, one or more of the Defendants sells the MLS Accused Products or otherwise provides the MLS Accused Products to another Defendant or to distributors knowing that these distributors intend to import and/or sell the MLS Accused Products in the United States. On information and belief, as of the filing of this Complaint or earlier, the Defendants have had knowledge of, or have been willfully blind toward, the Asserted Patents and the infringement of the Asserted Patents by making, using, selling, offering to sell, and/or importing the MLS Accused Products.

55. A claim chart comparing claims 20, 21, 22, 24, 28, and 37 of the '608 Patent to a

representative MLS Accused Product, the Sylvania Smart+ System,<sup>12</sup> is attached as Exhibit 10.<sup>13</sup>

**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE Plaintiff Lighting Science Group Corp. prays upon this Court for an order granting the following relief:

- a. A judgment in favor of Plaintiff that MLS has infringed, either literally and/or under the doctrine of equivalents, '483 patent, the '053 patent, the '421 patent, the '118 patent, and the '608 patent;
- b. A permanent injunction prohibiting MLS from further acts of infringement of the '483 patent, the '053 patent, the '421 patent, the '118 patent, and the '608 patent;
- c. A judgment and order requiring MLS to pay Plaintiff its damages, costs, expenses, and any enhanced damages to which LSG may be entitled for MLS's infringement of the '483 patent, the '053 patent, the '421 patent, the '118 patent, and the '608 patent; and
- d. A judgment and order requiring MLS to provide an accounting and to pay supplemental damages to Plaintiff, including without limitation, pre-judgment and post-judgment interest;
- e. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees against MLS; and

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<sup>12</sup> Upon information and belief, this product was manufactured by or for MLS.

<sup>13</sup> Exhibit 10 is redacted to exclude confidential information. Pursuant to a Motion for Leave to File Under Seal filed concurrently herewith, an unredacted version has been filed under seal as Exhibit 15.

f. Any and all other relief as the Court may deem appropriate and just under the circumstances.

ASHBY & GEDDES

*/s/ Andrew C. Mayo*

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Dated: April 30, 2019